

RECORDATION NO. 20247-14  
FILED

JAN 16 '09 -2 30 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.

SUITE 301  
WASHINGTON, D.C.

20036

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E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

OF COUNSEL  
URBAN A. LESTER

January 16, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Re: UPRR 1996-C

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Lien and Bill of Sale, dated as of December 30, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20247.

The names and addresses of the parties to the enclosed document are:

Security Trustee: The Bank of New York Mellon Trust Company,  
N.A. (successor to Harris Trust and Savings  
Bank)  
One Wall Street  
New York, NY 10286

Lessor: SNT Falcon Co., Ltd  
Shin Muromachi Building  
2-4-3 Nihombashi Muromachi  
Chuo-ku, Tokyo  
Japan 103

Anne K. Quinlan, Esquire  
January 16, 2009  
Page 2

Lessee: Union Pacific Railroad Company  
1416 Douglas Street  
Omaha, NE 68179-1580

A description of the railroad equipment covered by the enclosed document is:

9 locomotives: UP 7010, UP 7011 and UP 8043 - UP 8049.


A short summary of the document to appear in the index is:

Lease Termination, Release of Lien and Bill of Sale.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 20247-H FILED

JAN 16 '09 -2 30 PM

**SURFACE TRANSPORTATION BOARD**

**EXECUTION VERSION**

(UPRR 1996-C)

**LEASE TERMINATION,  
RELEASE OF LIENS  
AND  
BILL OF SALE**

Dated as of December 30, 2008

Among

**UNION PACIFIC RAILROAD COMPANY,**

as Lessee

**SNT FALCON CO., LTD.,**

as Lessor

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(Successor to HARRIS TRUST AND SAVINGS BANK),**

as Security Trustee

**THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.**

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

THIS LEASE TERMINATION, RELEASE OF LIENS AND BILL OF SALE (this "Agreement"), dated as of December 30, 2008 among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), SNT FALCON CO., LTD., a corporation formed under the laws of Japan, (the "Lessor" or the "Borrower") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to HARRIS TRUST AND SAVINGS BANK), a national banking association (the "Security Trustee").

WITNESSETH

WHEREAS, (i) the Lessor and the Lessee have heretofore entered into a Lease Agreement and supplements thereto (the "Lease") and a Lessor Security Agreement (the "Lessor Security Agreement"), both dated as of August 29, 1996; (ii) the Borrower and the Security Trustee have heretofore entered into a Mortgage and Security Agreement and supplements thereto (the "Mortgage and Security Agreement") and Lease Assignment (the "Assignment"), both dated as of August 29, 1996 (Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease.);

WHEREAS, the Lease provides for the transfer of all of the Lessor's right, title and interest in and to the Locomotives listed on Exhibit A attached hereto and incorporated herein by this reference (the "Equipment") and for the termination of the Lease should Lessee exercise its purchase option in accordance with Section 19 of the Lease; and

WHEREAS, the Lessee provided notice to Lessor dated October 1, 2008 that it has elected to exercise its purchase option and has paid the Purchase Price in full in accordance with Section 19 of the Lease;

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor does hereby acknowledge the Lessee's payment of the Purchase Price; and (a) any and all Liens under the Lessor Security Agreement are hereby released and canceled; and (b) the Lease is hereby terminated and canceled with respect to the Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee without recourse or warranty except as provided in this paragraph all of its right, title and interest in and to the Equipment, including any and all rights in the Assignment, "as is, where is," free and clear of all right, title and interest of the Lessor and the Lessor's Liens, to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever; provided that the Lessee agrees that nothing contained herein shall prejudice those rights of the Lessor which are intended under the Lease to survive the termination thereof.

2. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

3. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

4. This Agreement shall be governed by and construed in accordance with the laws of New York.

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: Steven A. Oiness  
Name: Steven A. Oiness  
Title: Assistant Treasurer

SNT FALCON CO., LTD.,  
as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., (successor to HARRIS TRUST AND SAVINGS  
BANK),  
as Security Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

State of Nebraska     )  
                                  )  
County of Douglas    )     ss

On this 30th day of December, 2008, before me, a notary public, personally appeared Steven A. Oiness, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



*Maureen Fong Hinners*  
Notary Public

My Commission Expires: 12-5-2011

State of \_\_\_\_\_     )  
                                  )  
County of \_\_\_\_\_    )     ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of SNT FALCON CO., LTD. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of \_\_\_\_\_     )  
                                  )  
County of \_\_\_\_\_    )     ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name:  
Title:

SNT FALCON CO., LTD.,  
as Lessor

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., (successor to HARRIS TRUST AND SAVINGS  
BANK),  
as Security Trustee

By:  \_\_\_\_\_  
Name: D. G. DONOVAN  
Title: VICE PRESIDENT

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

State of Nebraska     )  
                              )  
County of Douglas    )     ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of \_\_\_\_\_     )  
                              )  
County of \_\_\_\_\_    )     ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of SNT FALCON CO., LTD. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

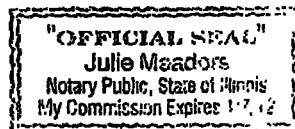
\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Illinois     )  
                              )  
County of Cook        )     ss

On this 30th day of December, 2008, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he is the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



*Julie Meadors*  
Notary Public

My Commission Expires: 1-7-12



Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name:  
Title:

SNT FALCON CO., LTD.,  
as Lessor

By:   
Name:  
Title: **TOMOKO SEKIYA**  
**ATTORNEY-IN-FACT**

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A., (successor to HARRIS TRUST AND SAVINGS  
BANK),  
as Security Trustee

By: \_\_\_\_\_  
Name:  
Title:

# KYOBASHI NOTARY OFFICE

1-10KYOBASHI 1-CHOME,CHUO-KU, PHONE:81-03-3271-4677  
TOKYO 104-0031,JAPAN FAX: 81-03-3271-3606

Registered No. 1051

## NOTARIAL CERTIFICATE

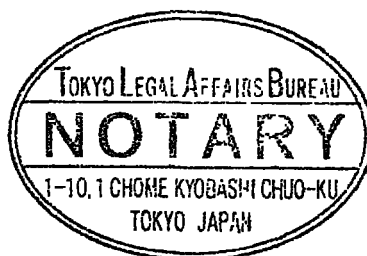
I, the undersigned NOTARY, do hereby certify that Ms. Tomoko Sekiya, Attorney at Law Admitted in New York, Associate of White & Case LLP, who has a power of attorney, being duly authorized to execute and deliver the foregoing instrument ("LEASE TERMINATION, RELEASE OF LIENS AND BILL OF SALE") for and on behalf of SNT FALCON CO., LTD., being legally established and existing under the laws of Japan and having its registered office at 1-9-13, Nihonbashi-Honcho, Chuo-ku, Tokyo, 103-8332, Japan has executed in my very presence the foregoing instrument.

Dated this 19th day of December 2008.



*Shigeo Ikeda*

Shigeo IKEDA NOTARY  
TOKYO LEGAL AFFAIRS BUREAU  
My commission expires: January 22, 2013



平成20年登録第 1051 号

認 証

囑託人・有限会社エヌエヌティファルコン (SNT FALCON CO., LTD.  
本店：日本国東京都中央区日本橋本町1丁目19番13号) の権限ある  
代理人 外国法事務弁護士 関屋 智子 (Ms. Tomoko SEKIYA ホワイト  
& ケース外国法事務弁護士事務所アソシエイト) は、本公証人の面前に  
おいて、添付書面「LEASE TERMINATION, RELEASE OF LIENS AND  
BILL OF SALE)」に署名した。

よって、これを認証する。

平成20年 12 月 10 日、本公証人役場において

東京都中央区京橋一丁目1番10号

東京法務局所属

公 証 人

Notary

池田 武雄  
Shigeo IKEDA



総公証 №135087 号

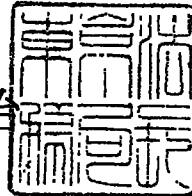
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、  
真実のものであることを証明する。

平成20年 12 月 10 日

東京法務局長

五十嵐義治



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary,  
duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal  
appearing on the same is genuine.

Date DEC 10, 2008

Yoshiharu IGARASHI

Director of the Tokyo Legal Affairs Bureau

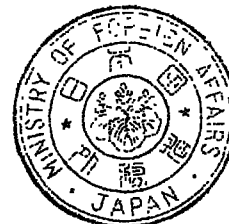
For legalization by the foreign consul in  
Japan, this is to certify that the Seal  
affixed hereto is genuine.

Date DEC 15, 2008

Tokyo,

Kazutaka JYABE

Official  
Ministry of Foreign Affairs  
(Consular Service Division)



Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

Exhibit A

**SCHEDULE OF EQUIPMENT**

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
General Electric AC 4400 CW Diesel Electric Locomotives	2	UP 7010 and UP 7011
General Motors Corporation (Electro-Motive Division) Model SD-90 MAC Diesel Electric Locomotives	7	UP 8043 – UP 8049, inclusive

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

Exhibit B  
Page 1 of 2

**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	20247
Memorandum of Mortgage and Security Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	20247-A
Memorandum of Lease Supplement No. 1 (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	20247-B
Memorandum of Mortgage Supplement No. 1 (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	20247-C
Memorandum of Lease Assignment (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	20247-D
Memorandum of Dollar Account Pledge Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of August 29, 1996	August 28, 1996	20247-E
Memorandum of Yen Assignment Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Assignor, and the Bank of Tokyo-Mitsubishi, Ltd., as Assignee, dated as of August 29, 1996	August 28, 1996	20247-F
Memorandum of Lessor Security Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	20247-G

Lease Termination, Release of Liens and Bill of Sale  
SNT Falcon/Union Pacific

**Exhibit B**  
Page 2 of 2

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<b><u>Description</u></b>	<b><u>Filing Date</u></b>	<b><u>Document Key</u></b>
Memorandum of Lease Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	4544
Memorandum of Mortgage and Security Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	4542
Memorandum of Lease Supplement No. 1 (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	4543
Memorandum of Mortgage Supplement No. 1 (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	4541
Memorandum of Lease Assignment (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of August 29, 1996	August 28, 1996	4540
Memorandum of Dollar Account Pledge Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of August 29, 1996	August 28, 1996	4538
Memorandum of Yen Assignment Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Assignor, and the Bank of Tokyo-Mitsubishi, Ltd., as Assignee, dated as of August 29, 1996	August 28, 1996	4537
Memorandum of Lessor Security Agreement (UPRR 1996-C) between SNT Falcon Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of August 29, 1996	August 28, 1996	4539

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

1/16/09



\_\_\_\_\_  
Robert W. Alvord